



District
F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

E	<input checked="" type="checkbox"/>	New	Vendor Code		SC	Dept.	A	Contract Number	
M	<input type="checkbox"/>	Change						04-	
X	<input type="checkbox"/>	Cancel							
County Department					Dept.		Orgn.		Contractor's License No.
San Bernardino County Consolidated Fire District, County Service Area 70 and County Service Area 38									
County Department Contract Representative					Ph. Ext.		Amount of Contract		
Pat Dennen, Assistant Chief					(909) 387-5975		\$1,585,764 annually		
Fund	Dept.	Organization	Appr.	Obj/Rev Source	Activity	GRC/PROJ/JOB Number			
SGP	290	323		9800					
Commodity Code			Estimated Payment Total by Fiscal Year						
			FY	Amount	I/D	FY	Amount	I/D	
Project Name									
Fire Protection Services			FY04/05	\$1,585,764	thru	FY13/14			

THIS CONTRACT is entered into in the State of California by and between the San Bernardino County Consolidated Fire District, County Service Area 70 and County Service Area 38, hereinafter called County Fire, and

Name

City of Adelanto
Attn: City Manager

hereinafter called City

Address

P.O. Box 10

Adelanto, CA 92301

Phone (760) 246-2300 Birth Date

Federal ID No. or Social Security No.

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

FIRE PROTECTION SERVICES AGREEMENT BETWEEN SAN BERNARDINO COUNTY CONSOLIDATED FIRE DISTRICT, COUNTY SERVICE AREA 70, COUNTY SERVICE AREA 38 AND CITY OF ADELANTO

This Agreement is made and entered into by and between the San Bernardino County Consolidated Fire District, County Service Area 70 and County Service Area 38 (hereinafter referred to as "County Fire") and the City of Adelanto (hereinafter referred to as "City").

WITNESSETH:

WHEREAS, City desires to have County Fire perform fire protection and emergency medical services within City; and

WHEREAS, County Fire is willing and able to perform such fire protection and emergency medical services;

NOW THEREFORE, it is agreed as follows:

SCOPE OF WORK:

1. This Agreement shall be effective when executed by the authorized representatives of all parties.
2. County Fire shall provide to City fire prevention, fire investigation, fire suppression, advanced life support ("ALS") services, and rescue services. Service levels, described on "Exhibit A" ("Service Levels"), and standards shall comply with County Fire criteria. Modifications may be mutually agreed to by County Fire and City.
3. City authorizes County Fire to collect City's advanced life support ("ALS") service fees, and transfer funds to City. City authorizes County Fire to retain an 8% administrative fee for these services from the amount collected by County Fire.
4. City authorizes County Fire to collect and retain fire prevention planning and inspection fees within the City consistent with currently adopted San Bernardino County codes.
5. County Fire will furnish to City fire cause and origin investigations at the same level which it furnishes within its own boundaries.
6. City agrees to adopt County Fire's fire codes, cost recovery and fee ordinances.
7. City or any authorized representative shall have access to any books, documents, and records of County Fire, which are pertinent to this Agreement for the purposes of making an audit or examination. All books, records and supporting detail shall be retained for a period of five (5) years after the term of this Agreement. County Fire agrees that in the event audit exceptions are determined by appropriate audit agencies, compliance shall be the responsibility of County Fire.
8. County Fire will include City in fire department disaster response planning at the same level County Fire furnishes within its own boundaries.
9. City's Council shall remain the governing body of City, and any changes or modifications of this Agreement shall not become effective until approved by that Council.
10. Fire Chief/Fire Warden of County Fire shall be designated as the Fire Chief of City at all times during the term of this Agreement. Said Fire Chief shall designate a Battalion Chief/Division Chief to work directly with and provide liaison with the City Manager and other City officers of the City. The Fire Chief's designated Battalion Chief/Division Chief will make regular monthly reports to the City Manager, and provide such other reports as may be appropriate, as determined by the Fire Chief, with respect to the fire protection services within the corporate limits of City.
11. During the term of this Agreement, County Fire may find it necessary, in connection with fire and other emergencies, to remove certain equipment described in Exhibit "C" ("Equipment") from City limits. County Fire may do so without permission or consent from City. In the event that an emergency extends beyond 36 hours, County Fire shall obtain approval beyond the 36-hour period. Persons authorized to give City approval are the City Manager or his/her designee.

TERMS AND CONDITIONS

12. Term and Termination.

- a. The term of this Agreement shall be from July 1, 2004 until mutually terminated, unless earlier terminated as provided herein. However, the initial term will be ten (10) years. Either party, by written notice to the other party, may terminate the whole or any part of this Agreement at any time and without cause by giving written notice to the other party of such termination, and specifying the effective date thereof, at least three-hundred sixty-five (365) days before the effective date of such termination. Upon termination, County Fire shall be compensated only for those services which have been rendered to City, and County Fire shall be entitled to no further compensation.
- b. Notwithstanding the foregoing, in the event County Fire provides any services to City on a holdover basis after the date of termination, City shall fully reimburse County Fire for all costs of providing such services.
- c. If City fails to provide such notice, as defined, County Fire shall have the option to extend this Agreement for a period of up to one (1) year from the original termination date and to continue providing services at the same or reduced level as County Fire determines would be appropriate during the extended period of this Agreement.

13. Payment:

- a. City shall pay County Fire the sum of \$1,585,764 for each fiscal year of fire protection services provided by County Fire during the term of this Agreement. City shall pay to County Fire monthly installments of \$132,147 at the beginning of each month during the period of this Agreement. Payments shall be due by the fifth day of each month. Payments received more than sixty (60) days after the due date shall include simple interest after the 60th day against the amount owing.
- b. County Fire shall have the right to terminate this Agreement sooner than provided for in Section 12(a) if City does not make timely payments of its obligations hereunder to County Fire.
- c. County Fire shall have the right to annually renegotiate the rate of services performed under this Agreement. City shall be responsible for any future MOU and/or Compensation Plan for salary/benefit increases that may occur during the term of the Agreement. Unless otherwise negotiated, the annual increase for supplies, if any, shall not exceed the annual All Urban Consumer Price Index for the Los Angeles / Riverside / Orange County areas for any given year.
- d. County Fire may give notice to City of increased costs incurred by County Fire in providing the services pursuant to this Agreement, and this Agreement may be amended to reflect the increased costs to County Fire, with any such amendment to be effective the date the costs for County Fire are increased. City may have the option to terminate this Agreement if the parties cannot agree on the amount of additional costs proposed by County Fire, in accordance with Section 12, "Term and Termination". In the event of such termination, County Fire shall be paid for all services rendered until such termination date at the rates set forth in this Agreement.
- e. In the event of authorized public gatherings in the City requiring additional fire protection services, salaries and related costs shall be borne by the City, except where such authorized public gatherings occur on state or federal property within the City limits, such additional costs shall not be chargeable against the City.
- f. Annually, City and County Fire shall review staffing levels and City shall have the right at any time during the term of this Agreement to request a change in the level of fire protection services than that provided for herein. In such event, all provisions of this Agreement with respect to

compensation paid by City shall remain in full force and effect, but in addition to payment of the sums herein provided, City shall pay County Fire in monthly installments the cost of such additional fire protection service.

- g. City shall not hold County Fire responsible for a reduction in fire protection services resulting from labor relations actions and City's obligation to pay County Fire shall be reduced for services not performed for that reason.

14. Premises Lease

- a. City hereby leases to County Fire the real property, together with the fixtures and furnishings described on "Exhibit B" ("Leased Premises"), for the sum of \$1 per year for duration of this Agreement, on the terms and conditions set forth in this Agreement. During the term of this Agreement, County Fire shall maintain in good repair the heating and cooling systems, plumbing and electrical systems, exterior and interior walls, windows, roof, sidewalks, and other like portions of the Leased Premises. County Fire shall be financially responsible for maintenance and repairs up to a maximum of \$250 per occurrence. Any repairs and maintenance exceeding \$250 per occurrence must receive prior authorization from City, which shall be financially responsible for any such pre-authorized repairs. City may not unreasonably withhold authorization for any repairs or maintenance which are necessary to the peaceful occupancy of the Leased Premises, or which are necessary for the replacement of fixtures and furnishings which have exceeded their useful life.
- b. The City agrees to be responsible for all major structural repairs and/or replacements which exceed \$250 per occurrence (including labor costs) to City owned facilities. Major structural repairs shall be defined as major plumbing problems where the slab or a wall must be broken to access, major concrete replacement, major asphalt replacement, roof replacement, apparatus door replacement, and the structural integrity of the building and facility replacement due to fire, flood, earthquake, or any other natural or man made disaster causing the facility to be uninhabitable. City will remain financially responsible for new and replacement of all City facilities.

15. Utilities. County Fire shall pay all utility service charges, including charges for electricity, gas, telephone, water, refuse disposal, janitorial, maintenance and any related expenses provided to the Leased Premises.

16. Maintenance Expense. County Fire shall provide all necessary routine maintenance expense, including janitorial interior maintenance for the Leased Premises.

17. Fire/ALS/Paramedic Apparatus and Equipment. City hereby leases to County Fire the fire vehicles, apparatus, equipment and property described in Exhibit "C" ("Fire Equipment") for the sum of \$1 per year for duration of this Agreement, on the terms and conditions set forth in this Agreement. During the term of this Agreement, County Fire shall maintain in good repair the fire equipment, and shall be financially responsible for said maintenance and repairs. The City agrees to be responsible for all major apparatus and equipment repairs and/or replacements. Major repairs the City is responsible for are defined as catastrophic failure of the engine(s), fire pump(s) and/or transmission(s). Upon failure of a major component as described above, County Fire shall notify the City and obtain authorization to repair/replace, prior to any repair/replacement being done by County Fire. Upon approval for repair/replacement, the City shall issue a purchase order for the estimated amount of the repair/replacement. City will remain financially responsible for new and replacement apparatus, ambulances and staff vehicles and such expenses will be included in the City's annual budget as approved by the council.

18. Indemnification.

- a. County Fire, to the extent permitted by law, agrees to indemnify and hold harmless the City, its officers, agents, employees and volunteers from any and all claims, actions or losses, damages, and/or liability resulting from County Fire's negligent acts or omissions which arise from County Fire's performance of its obligations under this Agreement.
- b. The City, to the extent permitted by law, agrees to indemnify and hold harmless County Fire and its officers, employees, agents and volunteers from any and all claims, actions, losses or damages and/or liability arising out of the City's performance of its obligations under this Agreement.
- c. In the event County Fire and/or City is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under the Agreement, County Fire and/or City shall indemnify the other to the extent of its comparative fault.
- d. Furthermore, if County Fire or City attempts to seek recovery from the other for Workers' Compensation benefits paid to an employee, County Fire and City agree that any alleged negligence of the employee shall not be construed against the employer of that employee.

19. Insurance. Without in any way affecting the indemnity herein provided and in addition thereto, County Fire shall secure and maintain throughout the Agreement the following types of insurance or self-insurance with limits as shown:

- a. Non-Contract services: For those services, which are provided by County Fire pursuant to this Agreement, County Fire shall secure and maintain the following types of insurance or self-insurance with limits as shown:
 1. Workers' Compensation - A program of Workers' Compensation Insurance or a state-approved self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons providing services on behalf of County Fire and all risks to such persons under this Agreement.
 2. Comprehensive General and Automobile Liability Insurance or Self-Insurance - This coverage is to include contractual coverage and automobile liability coverage for owned, hired, and non-owned vehicles. The policy of self-insurance shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000.00). City shall allow County Fire to become the registered owner of all City owned vehicles for purposes of providing insurance coverage.
 3. Additional Named Insured - All policies or self-insurance, except Workers' Compensation, shall contain additional endorsements naming the City and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of County Fire's performance of services hereunder.
 4. Policies Primary and non-Contributory - All policies required above are to be the primary and non-contributory with any insurance or self-insurance carried or administered by County.

Proof of Coverage – County Fire shall, within sixty (60) days of commencement of this Agreement, furnish certificates of insurance or self-insurance to City evidencing the insurance coverage, including endorsements, above-required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to City, and County Fire shall maintain such insurance from the time County Fire commences performance of services hereunder until the completion of such services.

NOTICES:

24. Any and all notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such addresses as the respective parties may provide in writing by registered or certified mail, postage prepaid for this purpose:

County Fire:

San Bernardino County Consolidated Fire District
Attn: Peter R. Hills, Fire Chief / Fire Warden
157 W. 5th Street, 2nd floor
San Bernardino, CA 92415-0451

City:


City of Adelanto
Attn: City Manager
P.O. Box 10
Adelanto, CA 92301

IN WITNESS WHEREOF, this Agreement has been executed and approved and is effective and operative as to each of the parties as herein provided.

COUNTY CONSOLIDATED FIRE DISTRICT

CITY

(Print or type name of corporation, company, contractor, etc.)

By  _____
(Authorized signature - sign in blue ink)

Name _____
(Print or type name of person signing contract)

Title _____
(Print or Type)

Dated: _____

Address _____

 _____
Dennis Hansberger, Chairman, Board of Supervisors


Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Clerk of the Board of Supervisors
of the County of San Bernardino.


By _____
Deputy

Approved as to Legal Form

 _____
County Counsel


Date _____

Reviewed by Contract Compliance

 _____

Date _____

Reviewed for Processing

 _____
Agency Administrator/CAO

Date _____

**“EXHIBIT A”
FIRE PROTECTION SERVICES AGREEMENT
CITY OF ADELANTO**

SERVICE LEVELS

- Maintain six personnel on duty at District fire stations for 24 hours a day.
- Staff two fire engines/trucks with three personnel each. Each unit will be staffed with a minimum of one Paramedic.
- Limited Term Firefighters will be used.
- Maintain a Paid-call Firefighter program with additional County Fire employees to augment on duty staffing.
- Communication system includes an automated incident reporting system with full record management. It also includes mapping services and map book creation for specialized fire protection needs in the City.
- All fiscal services are offered through County Fire so the District will not incur any workload or bill payments or payroll, except for normal oversight and accountability.
- Vehicle repairs will be performed by County Fire certified mechanics who travel to on-site stations to reduce “down time”, or at our “state of the art” shop facility.
- Maintain Chief Officer coverage for command and control at significant incidents. County Fire will fund 2/3 portion of this position in FY 04/05 and the City will pick-up cost in FY 05/06 and thereafter.

**“EXHIBIT B”
FIRE PROTECTION SERVICES AGREEMENT
CITY OF ADELANTO**

LEASED PREMISES

Fire Station No. 321

11739 & 11741 Hardy Avenue
Adelanto, CA. 92301

Fire Station No. 322/Fire Headquarters

10370 Rancho Road
Adelanto, CA 92301

**“EXHIBIT C”
FIRE PROTECTION SERVICES AGREEMENT
CITY OF ADELANTO**

FIRE EQUIPMENT

VEHICLES

One (1) Fire Engine (Seagrave Commander II)	ME322
Year: 1990 Vin: 1F9EU28J2LCST2138	License: 344087
(1500 GPM pump, 500 gal. Tank)	
 One (1) Fire Engine (Ford/Seagrave)	ME321
Year: 1990 Vin: 1F9EU28J3MCS2005	License: 344088
(1500 GPM pump, 750 gal. Tank)	
 One (1) Water Tender (Ford Detroit Diesel)	WT322
Year: 1976 Vin: W91AVBF0219	License: 495623
(500 GPM pump, 3500 gal. Tank)	
 One (1) Staff Vehicle (Ford, Crown Victoria)	UT322
Year: 1999 Vin: 2FAFP71W4XX182496	License: 1042057
 One (1) Staff Vehicle ((Ford, Crown Victoria)	UT321
Year: 1999 Vin: 2FAFP71W5XX182491	License: 1042061

EQUIPMENT

Two (2) **Rescue Tools** (Amkus power pack, cutter, spreader, ram)
Model: GT2S XL Serial# 9301034
Model: GT2S XL Serial# 98060490

Two (2) **Defibrillators** (Zoll)
Year: 2004 (Refurbished) Serial # T02H36969
 Serial # T00G13575

One (1) **Rescue Air Bag Set** (Vetter) **Note: Beyond recommended service life
Serial # 042473, 052329

Four (4) **Chain Saws** (Stihl)

One (1) **Stationary Breathing Support** (Mako)

Year: 1990

Model: Lemlube 751

Two (2) **Ventilation Fans**

Model: LifeJack Serial # 28677
SuperVac Serial # 718G4

Two (2) **Cut-off Saw 16"**

Model: Makita DPC1600
Partner K125 Serial # 825022123